

1
2
3
4 BILL NO. S-74-04-04

5 SPECIAL ORDINANCE NO. S- 51-7d

6 AN ORDINANCE approving a contract with HIPSKIND
7 ASPHALT for sidewalk repairs.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
9 INDIANA:

10 SECTION 1. The contract dated March 18, 1974 between HIPSKIND
11 ASPHALT CORPORATION and the CITY OF FORT WAYNE, by and through its Mayor
and the Board of Public Works to construct sidewalks, wingwalks and curbing
in an area as follows:

12 Bounded by State Boulevard on the North, Anthony Boulevard
13 on the East, Lake Avenue on the South and Alabama Avenue
on the West.

14 for a total cost of \$80,512.40, of which the City will pay approximately
15 \$56,000.00, the balance paid by the property owners under Barrett Law, all
as more particularly set forth in said Contract, which is on file in the
16 Office of the Board of Public Works, and is by reference incorporated herein
and made a part hereof, is hereby in all things ratified, confirmed and approved.

17 SECTION 2. This Ordinance shall be in full force and effect from
18 and after its passage and approval by the Mayor.

19 William T. Hinga
20 COUNCILMAN
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35

APPROVED AS TO FORM
AND LEGALITY

Shirley B. Co.
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 4-9-74

Charles W. Tatum
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.
Passed (~~LAST~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 4-23-74

Charles W. Tatum
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-51-74 on the 23rd day of April, 1974.

ATTEST: (SEAL)

Charles W. Tatum
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of April, 1974, at the hour of 11:45 o'clock A. M., E.S.T.

Charles W. Tatum
CITY CLERK

Approved and signed by me this 24th day of April, 1974, at the hour of 11:45 o'clock A. M., E.S.T.

Sam A. Schmitt
MAYOR

Bill No. S-74-04-04

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
Approving a contract with HIPSKIND ASPHALT for
sidewalk repairs.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

William T. Hinga
John Nuckols
James S. Stier
Winfield C. Moses, Jr.
Paul "Mike" Burns

CONCURRED IN

DATE 4-23-74 CHARLES W. WESTERMAN, CITY CLERK

CONTRACT AND BOND

This Agreement made and entered into this..... day of.....19.....

by and betweenHIPSKIND ASPHALT CORPORATION.....

.....Contractor, in the County of Allen and State of Indiana, hereinafter called the contractor, and the City of Fort Wayne, County of Allen and State of Indiana, by and through its Board of Public Works, hereinafter called the City, under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations, approved March 6th, 1905."

Witnesseth, That contractor covenant and agrees to construct cement sidewalk XXX..... wingwalk and curbing in an area bounded by State Boulevard on the north, Anthony Boulevard on the east, Lake Avenue on the south and Alabama Avenue on the west ~~XXXXXX~~

from street tostreet and to furnish all labor and material whatsoever, and to do all work in a good workmanlike manner to the entire satisfaction of the Board of Public Works and the Civil Engineer of the City and in strict accordance with the terms and conditions of Improvement Resolution No. 5640-1973 , and the plans and specifications therefor, ~~XXXXXX~~ at the prices shown below:

~~XXXXXXXXXXXXXXXXXXXX~~ The contractor for the consideration hereinbefore expressed hereby expressly agrees to do the work for the above described improvement according to the terms and conditions of Improvement Resolution No. 5640-1973 and according to the plans and specifications for such work, on file in the office of the Department of Public Works of said City, and to the satisfaction of said Board. The resolution, profiles, plans and specifications herein referred to are hereby made a part of the contract as fully and effectually as if copied herein in full length.

It is further agreed by and between the parties to this contract, that the contractor shall not assign the contract herein entered into without the written consent of the city.

Contractor agrees to comply with all requirements of the State Law pertaining to the work to be done, including the payment of the prevailing wage scales.

New Combination Curb & Gutter	Twenty two dollars and no cents, per lin. ft.	\$22.00
Curb Removal	One dollar and no cents, per lin. ft.	1.00
New 6" Capped Curb	Three dollars and ten cents, per lin. ft.	3.10
Sidewalk Removal	Four dollars and twenty cents, per sq. Yd.	4.20
Standard Sidewalk	One dollar and forty cents, per sq. ft.	1.40
Curbside Walk	One dollar and fifty five cents, per sq. ft.	1.55
Common Excavation	Ten dollars and no cents, per cu. yd.	10.00
New 9" Concrete	Twenty two dollars and no cents, per sq. yd.	22.00
New 6" x 6" Curb on Back Side of walk with curb hooks	Three dollars and no cents, per lin. ft.	3.00
Special Dirt Backfill for Seeding	Five dollars and fifty cents, per ton	5.50
Mulch Seeding, Including Fertilizer	Seventy cents, per sq. yd.	0.70

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Section 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The contractor covenants and agrees with the City to complete said improvements ~~within~~ within sixty (60) days after contract is approved by City Council day of 19 , and guarantees that the said improvement will be in as good condition at the expiration of three (3) years from date of final estimate as it was at the time said improvement was accepted by the Board of Public Works of City, and that the contractor will keep in repair without additional expense, said improvement for the said guarantee period.

It is understood by and between said parties hereto that said guaranty of improvement and obligation of repair is to cover and include all defects growing out of imperfections or unsuitability of materials or composition, of too great or too little moisture, all defects of workmanship, extremes of heat and cold, and all other excessive deteriorations more specifically described as follows:

And holes or cracks in said sidewalk improvement and any defect resulting from the composition of the materials used. The improvement at the expiration of the guaranty period of three years shall be in such good condition, present a surface so true and even that it shall in no way be an obstruction to travel, and have a drainage so perfect that water shall collect in no place to a depth of more than 1/8 of an inch, and to be free from holes or cracks.

It is further agreed and understood by parties to this contract that the necessity of repairs rests entirely with the Board of Public Works of the City, whose decision upon the matter shall be final and obligatory upon the Contractor and the surety upon his bond.

It is further agreed that the guaranty herein made shall extend to the whole body of improvement and the repairs made under it shall extend to the total reconstruction of the improvement, provided the Board of Public Works of the City deems it necessary by reason of any defects in original material or construction.

It is further agreed that if said improvement during the guaranty period or at the end of said guaranty period is out of repairs by reason of matters herein stated, and Contractor shall refuse or neglect to put the same in repair to the satisfaction of said Board of Public Works on fifteen (15) days' notice, then in that event the City is authorized to cause said repairs to be made and the costs thereof to be recovered from the Contractor and his surety by an action on his bond.

To each of the conditions and stipulations of this contract the undersigned bind themselves, its successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this.....

18 March 1974

HIPSKIND ASPHALT CORPORATION

BY: *David P. Hipkind*

ITS: *Treas.*

CONTRACTOR

CITY OF FORT WAYNE

By

Mayor

By *Ronald L. Bonar*

BOARD OF PUBLIC WORKS

Attest:

Secretary

GUARANTY BOND

Know All Men by These Presents, That we-----

HIPSKIND ASPHALT CORPORATION-----Contractors

as principal, and TRINITY UNIVERSAL INSURANCE CO. OF DALLAS, TEXAS-----

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHTY THOUSAND,

FIVE HUNDRED TWELVE DOLLARS AND FORTY CENTS-----

(\$80,512.40)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----HIPSKIND ASPHALT CORPORATION-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct XX

Sidewalks, winowalks and curbing-----Pavement

XX-----SEXXXXXXXX

In an area bounded by State Boulevard on the north, Anthony Boulevard on the east,
Lake Avenue on the south and Alabama Avenue on the west

-----according to certain plans and specifications, and
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

HIPSKIND ASPHALT CORPORATION-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 18th day of March 1974

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hipshind (SEAL)

ITS: Pres. (SEAL)

Approved this-----day of-----

Donald K. Bernal
William J. Thomas

Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: *Thomas J. Wiles*
(Attorney-in-Fact)

APPROVED AS TO FORM AND LEGALITY

Notary Public
Notary Attorney

LIABILITY BOND

Policy No. G.L.A. 709-1638
Trinity Universal Insurance Co., Dallas, Texas
Expiration Date, April 30, 1974

Know All Men by These Presents, That we _____

as principal, and _____

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of _____

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

_____ (\$ _____)
The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the _____

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 18 day of March 1974

HIPSKIND ASPHALT CORPORATION (SEAL)

BY: David L. Hyskind (SEAL)

ITS: Treas. (SEAL)

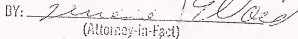
_____ (SEAL)

Approved this _____ day of _____


Ronald L. Bonar


Marvin S. Vickers
Board of Public Works.

TRINITY UNIVERSAL INSURANCE COMPANY

BY: 
(Attorney-in-Fact)

COMPLETED IN STREET ENGINEERING OFFICE

March 11, 1974

IN RE:

WAGE SCALE

CODE: S - SKILLED
 SS - SEMI-SKILL
 U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH, 1974.

in compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	9.15	35¢	55¢		
BOILERMAKER	S	9.45	50	80		1¢
BRICKLAYER	S	8.49	30	25		1
CARPENTER	S	7.75		6%		4app 2ind. Fund
CEMENT MASON	S	7.90	40			
ELECTRICIAN	S	8.40	25	17 1/3%		4
ELEVATOR CONSTRUCTOR	S	8.05	34 1/2	23	9%	1 1/2
GLAZIER	S	7.54	10		15	2app 29cholidays
IRON WORKER	S	8.85	55	65		1
LABORER	S	5.10-6.60	18	25		7
LATHER	S	7.16		25		1app 3ind. Fund
MILLWRIGHT & PILEDRIVER	S	8.08		6%		4app 2ind. Fund
OPERATING ENGINEER	S	SEE ATTACHED SHEET.				
PAINTER	S	6.76-7.76	32	25		5
PLASTERER	S	7.21	40			
PLUMBER, STEAMFITTER, GASFITTER	S	8.60	25	35		7app 4ind. Fund
MOSAIC & TERRAZZO GRINDER	S	6.35-8.15				
ROOFER	S	8.05		10		
SHEETMETAL WORKER	S	8.34	30	25		4app 9ind. Fund
TEAMSTER	S	5.50-6.95 1/2	p.w. 12.00	p.w. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 13 DAY OF Dec. 1973

Edwin C. Kennedy
 REPRESENTING GOVERNOR, STATE OF INDIANA

Edwin C. Kennedy
 REPRESENTING THE AWARDED AGENT.

John M. P...
 REPRESENTING STATE A.F.L. & C.I.O.

BUILDING AGREEMENT

GROUP I

Air Compressor (pressuring shafts, tunnels and divers)	Concrete Plant
Air Tugger	Concrete Pump
Auto Vactor	Crane with all attachments
Back Filler	Crane—Electric Overhead
Back Hoe	Derrick
Buon Cnt	Ditching Machine (18" and over)
Boring Machine	Dredge
Bull Dozer	Elevators (when hoisting material or tools)
Caisson Drilling Machine	Fork Lift (machinery)
Cherry Picker	Formless Paver
Compactor (with dozer blade)	Generator (power for welders or compressors)
Concrete Mixer (dual drum)	
Gradall	Push Cat
Helicopter	Scoop and Tractor
Helicopter Winch Operator	Scraper—Rubber Tired
High Lift—Front End Loader	Spreader—Tractor Mounted
Hoist	Straddle Carrier—Ross Type
Locomotive	Sub Base Finish Machine (C.M.I. or similar)
Mechanic on Job Site	Tower Crane
Mucking Machine	Tractor with Backhoe (over ½ yard)
Panel Board Concrete Plant	Welder (Craft)
Pile Driver	

GROUP I

Effective Date	Rate	H & W	Pension	Training	Gross
July 28, 1971	\$7.25	.25	.20	.05	\$7.75
December 1, 1971	\$7.65	.25	.20	.05	\$8.15
June 1, 1972	\$7.95	.25	.30	.05	\$8.55
June 1, 1973	\$8.25	.30	.30	.05	\$8.90
The December 1, 1973	\$8.40	.30	.30	.05	\$9.05

GROUP II

A Frame Truck	Head Greaser
Batcher Plant (automatic dry batch)	Mechanic in Shop
Bending Machine—Power Driven	Mesh Depresser—Mesh Placer
Bituminous Mixer	P.C.C. Concrete Belt Placer
Bituminous Paver	Roller—Asphalt, Stone & Sub Base
Bituminous Plant Engineer	Sheepsfoot Roller—Self Propelled
Boatman	Shop Mule
Bull Float	Spreader or Base Paver—Self Propelled
Compactor or Tamper—Self Propelled	Sub Grader
Concrete Mixer (21 cu. ft. or over)	Throttle Valve with Air Compressor or Boiler
Concrete Spreader—Power Driven	Tractor with Backhoe (½ yard and under)
Dinky Engine	Tractor—High Lift—Farm Type
Ditching Machine (less than 18")	Tractor—Industrial Type
Drilling Machine	Tractor with Winch
Finish Machine & Bull Float	Well Points
Finishing Machine	Winch Truck
Fireman—Pile Driving and Boilers	
Fork Lift—Masonry & Material	
Gunite Machine	

GROUP II

Effective Date	Rate	H & W	Pension	Training	Gross
July 28, 1971	\$6.45	.25	.20	.05	\$6.95
December 1, 1971	\$6.85	.25	.20	.05	\$7.35
June 1, 1972	\$7.15	.25	.30	.05	\$7.75
June 1, 1973	\$7.45	.30	.30	.05	\$8.10
The December 1, 1973	\$7.60	.30	.30	.05	\$8.25

GROUP III

Air Compressor (210 cu. ft. and over)	Minor Equipment Opr. 2, 3, 4 or 5
Bituminous Distributor	(See Paragraph 46)
Chair Cart	Paving Joint Machine
Concrete Curing Machine	Post Hole Digger
Concrete Saw	Roller—Earth
Dope Pot—Power Agitated	Throttle Valve
Flex Plane	Track Jack—Power Driven
Form Grader	Tractor—Farm Type
Hydrohammer	Truck Crane Driver
Jacks-Hydraulic—Power Driven	

GROUP III

Effective Date	Rate	H & W	Pension	Training	Gross
July 28, 1971	\$5.85	.25	.20	.05	\$6.35
December 1, 1971	\$6.25	.25	.20	.05	\$6.75
June 1, 1972	\$6.65	.25	.30	.05	\$7.15
June 1, 1973	\$6.95	.30	.30	.05	\$7.50
The December 1, 1973	\$7.00	.30	.30	.05	\$7.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)	Oil
Concrete Mixer (under 21 cu. ft.)	Power Broom
Conveyor	Pump
Generator	Welding Machine
Mechanical Heater	Helpers

GROUP IV

Effective Date	Rate	H & W	Pension	Training	Gross
July 28, 1971	\$5.55	.25	.20	.05	\$6.05
December 1, 1971	\$5.85	.25	.20	.05	\$6.35
June 1, 1972	\$6.15	.25	.30	.05	\$6.75
June 1, 1973	\$6.45	.30	.30	.05	\$7.10
The December 1, 1973	\$6.70	.30	.30	.05	\$7.35

The rates of pay for Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	79%	Fourth Period	86%
Second Period	76%	Fifth Period	80%
Third Period	80%	Sixth Period	85%

The pay rate of the Apprentices shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentice Agreement. At no time will the Apprentice rate be less than the pay in Group IV.

FOOT WAIVE SEWER AGREEMENT - 7-16-73 thru 5-31-74

CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.)	\$6.32	.30	.30	.05	\$6.97
Angle Dozer - Bull Dozer - Push Dozer	\$7.20	.30	.30	.05	\$7.85
Auto Patrol	\$7.20	.30	.30	.05	\$7.85
Back Filler	\$7.20	.30	.30	.05	\$7.85
Backhoe	\$7.40	.30	.30	.05	\$8.05
Boom Cat	\$7.20	.30	.30	.05	\$7.85
Caisson Drilling Machine	\$7.40	.30	.30	.05	\$8.05
Clamshell	\$7.40	.30	.30	.05	\$8.05
Concrete Mixer (Dual Drum)	\$7.45	.30	.30	.05	\$8.10
Concrete Mixer (21 cu. ft. or over)	\$7.15	.30	.30	.05	\$7.80
Concrete Pump	\$7.20	.30	.30	.05	\$7.85
Crane	\$7.40	.30	.30	.05	\$8.05
Crane - Electric Overhead	\$7.25	.30	.30	.05	\$7.90
Derrick	\$7.40	.30	.30	.05	\$8.05
Dinky Engine in Tunnel	\$7.25	.30	.30	.05	\$7.90
Ditching and Trenching Machine	\$7.20	.30	.30	.05	\$7.85
Ditching and Trenching Machine (over 24")	\$7.30	.30	.30	.05	\$7.95
Dragline	\$7.40	.30	.30	.05	\$8.05
Dredge	\$7.40	.30	.30	.05	\$8.05
Elevators (when used to hoist material)	\$7.20	.30	.30	.05	\$7.85
Fireman	\$6.42	.30	.30	.05	\$7.07
Fork Lift	\$7.25	.30	.30	.05	\$7.90
Helicopter	\$8.12	.30	.30	.05	\$8.77
Hoist	\$7.30	.30	.30	.05	\$7.95
Locomotive	\$7.25	.30	.30	.05	\$7.90
Mechanic on Job Site	\$7.20	.30	.30	.05	\$7.85
Pile Driver	\$7.40	.30	.30	.05	\$8.05
Power Blade	\$6.85	.30	.30	.05	\$7.50
Pumps (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Rollers on Earth	\$6.37	.30	.30	.05	\$7.02
Rollers on Stone, Blacktop or Brick	\$7.10	.30	.30	.05	\$7.75
Ross Carrier	\$6.90	.30	.30	.05	\$7.55
Scoop	\$7.20	.30	.30	.05	\$7.85
Shovel	\$7.40	.30	.30	.05	\$8.05
Throttle Valve	\$6.70	.30	.30	.05	\$7.35
* Tournapull (or similar)	\$7.30	.30	.30	.05	\$7.95
Track Jack	\$6.22	.30	.30	.05	\$6.87
Tower Crane	\$7.40	.30	.30	.05	\$8.05
Tractor	\$6.32	.30	.30	.05	\$6.97
Tractor - Farm with attachments (Fordson or comparable size)	\$6.90	.30	.30	.05	\$7.55
Tractor - Farm type-Backhoe over 3/8 yd.	\$7.20	.30	.30	.05	\$7.85
Tractor with Winch	\$7.25	.30	.30	.05	\$7.90
Tractor Shovel	\$7.30	.30	.30	.05	\$7.95
Welding Machines (2, 3 or 4)	\$6.32	.30	.30	.05	\$6.97
Well Point System	\$6.70	.30	.30	.05	\$7.35
Boatman	\$6.90	.30	.30	.05	\$7.55

NOTE: 25¢ per hour shall be paid for each additional machine covered by an employee

* Tournapull or similar type equipment with multiple units shall be paid 25¢ per hour extra for each additional unit.

All employees working in enclosed underground (caverns) work shall be paid 50¢ per hour over and above the regular wage rate for all classifications and this shall become the base rate for all such work for full shift. All shifts shall start and end above ground.

MINOR CLASSIFICATIONS	RATE	H & W	PENS.	A/T	GROSS
Air Compressor (less than 200 cu. ft.)	\$5.92	.30	.30	.05	\$6.57
Concrete Mixer (under 21 cu. ft.)	\$6.07	.30	.30	.05	\$6.72
Conveyor	\$6.07	.30	.30	.05	\$6.72
Pump (over 2")	\$5.92	.30	.30	.05	\$6.57
Welding Machine	\$5.92	.30	.30	.05	\$6.57
Gutters and Grasers	\$5.92	.30	.30	.05	\$6.57
Truck Crane Driver	\$6.17	.30	.30	.05	\$6.82

The rates of pay for Apprentices are based on a percentage of the Crane Operators wage rate as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period 75%	Fourth Period 65%
Second Period 75%	Fifth Period 90%
Third Period 80%	Sixth Period 95%

The pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprentices Agreement. At no time will the Apprentice rate be less than the pay of an Oiler.

HIGHWAY AGREEMENT

Listed below is the Construction Industry Stabilization Committee approved rates for 1973 payable retroactive to January 1, 1972.

GROUP I

Air Compressors in Manifold with Throttle Valve	Operator of Grand Rail Post Driver
Asphalt Plant Engineer	Handed Shovel—1½ cu. yd. or over
Auto Grader or similar type machine	Load (2 drums and over)
Auto Patrol	Handicapped—Crew
Backhoe or Farm Type Tractor over 45 H. P.	Hydraulic Boom Truck
Ballast Regulator (R. R.)	Kayakone (Shimmer Scoop)
Bituminous Mixer	Loader—Self-propelled (Doit—Chain—Wheel)
Bituminous Paver	Locking Operator
Bituminous Plant Engineer	Mucking Machine
Bulk Decur	Panel Board Concrete Plant (central mix type)
Calson Drilling Machine	Paver—Hathurington
Cherry Picker—15 ton or over	Pile Driver—Skid or Crawler
Chito Spreader	Road Paving Mixer
Concrete Mixer—21 cu. ft. or over	Rock Breaking Plant
Cone Drilling Machine	Rock Crushing Plant (Portable)
Crane or Derrick with any attachment incl. clamshell, dragline, shovel, backhoe, etc.	Roller—Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface
Dredge Engineer	Roller with Doser Blade
Dredge Operator	Root Rake, Tractor Mounted
Drilling Machine on which the drill is an integral part	Self-propelled Widener
Earth Mover—rubber tired (paddle wheel, 619, 631, TS-24 or similar type)	Stump Remover, Tractor Mounted
Earth Mover, rubber tired—tandem (50¢ per hr. additional for each bowl)	Surface Heater and Planer
Elevating Grader	Tandem Push Tractor (60¢ per hr. additional)
Fork Lift (10 ton or over)	Tractor—Boom, Winch or Hoe Head
P.C.C. Formless Paver	Tractor—Push
Gradall	Tractor with Scoop
Gravel Processing Plant (portable)	Tractor Mounted Spreader
	Tree Mover
	Trench Machine (over 24")
	Tag Boat Operator
	Well Drilling Machine
	Winch Truck with A Frame

Rate	H & W	Pension	Training	Gross
\$7.60	.30	.30	.05	\$8.25

GROUP III

Assistant Plant Engineer	Power Broom Self-propelled
Base Paver (Jersey or similar type machines)	Roller (Earth and Sub-base material)
Concrete Finishing Machine	Slurry Seal Machine
Concrete Mixer—less than 21 cu. ft.	Spikes Machine (R.R.)
Curb Machine	Tamper—Multiple Vibrating—Earth and Sub-base material
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity and less	Throttle Valve
Fireman (on boiler)	Throttle Valve and Compressor or Clever Brooks type combination
Hoist (one drum)	Throttle Valve and Fireman combination on horizontal or upright boiler
Operator, 3-5 pieces of minor equipment	Tractor with Drill
Paving Breaker	Tractor—50 H.P. or over
	Well Point System
	Widener (Apsco or similar type)

Rate	H & W	Pension	Training	Gross
\$6.75	.30	.30	.05	\$7.44

GROUP III

Assistant Plant Engineer	Power Broom Self-propelled
Base Paver (Jersey or similar type machines)	Roller (Earth and Sub-base material)
Concrete Finishing Machine	Slurry Seal Machine
Concrete Mixer—less than 21 cu. ft.	Spikes Machine (R.R.)
Curb Machine	Tamper—Multiple Vibrating—Earth and Sub-base material
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift and loaders of 1 cu. yd. capacity and less	Throttle Valve
Fireman (on boiler)	Throttle Valve and Compressor or Clever Brooks type combination
Hoist (one drum)	Throttle Valve and Fireman combination on horizontal or upright boiler
Operator, 3-5 pieces of minor equipment	Tractor with Drill
Paving Breaker	Tractor—50 H.P. or over
	Well Point System
	Widener (Apsco or similar type)
	Tractor (below 50 H.P.)
	Form Concrete Mixer Driver
	Grader
	Roller
	Welding Machine—2 of 300 amps

Rate	H & W	Pension	Training	Gross
\$6.69	.30	.30	.05	\$6.69

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures based on six (6) month periods are as follows:

First Period	Second Period	Third Period	Fourth Period	Fifth Period	Sixth Period
70%	75%	80%	85%	90%	95%

This pay rate of the Apprentice shall be for the proper period of training as determined by the Joint Committee and as stipulated in the Apprenticeship Agreement. At no time will the Apprentice rate be less than the pay in Group IV or any more than the classification of the machine he is operating.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That TRINITY UNIVERSAL INSURANCE COMPANY, a Texas Corporation, in pursuance of authority granted by that certain resolution adopted at a regular meeting of its Board of Directors, held at the office of the Company, in the City of Dallas, Texas, on the twenty-third day of January, 1937 and of which the following is a true, full and complete copy:

Resolved, That the President, any Vice-President, or any Secretary of this Company be and they are hereby authorized and empowered to make, execute and deliver in behalf of the Company unto such person or persons residing within the United States of America, as they may select, its Power of Attorney, constituting and appointing each such person its Attorney-in-Fact, with full power and authority to make, execute and deliver, for it, in its name and in its behalf, as surety, any particular bond or undertaking that may be required in the specified territory, under such limitations and restrictions, both as to nature of such bonds or undertakings and as to limits of liability to be undertaken by the Company, as said officers may deem proper, the nature of such bonds or undertakings and the limits of liability to which such powers of Attorney may be restricted, to be in each instance specified in such Power of Attorney."

amended at a regular meeting of its Board of Directors held at the office of the Company, in the City of Dallas, Texas, on the seventeenth day of October, 1962, and of which the following is a true, full and complete copy:

RESOLVED, That any and all Attorneys-in-Fact and officers of the Company, including Assistant Secretaries, whether or not the Secretary is absent, be and are hereby authorized and empowered to certify or verify copies of the By-Laws of the Company as well as any resolution of the Directors, having to do with the execution of bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, or with regard to the powers of any of the officers of the Company or of Attorneys-in-Fact.

RESOLVED, That the signature of any of the persons described in the foregoing resolution may be facsimile signatures as fixed or reproduced by any form of typing, printing, stamping or other reproduction of the names of the persons hereinabove authorized.

does hereby nominate, constitute and appoint:

TERRENCE J. WARD - FORT WAYNE, INDIANA

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, as surety in the United States of America:

Any and all bonds unlimited as to amount and to be given for the following purposes only, to-wit: Guaranteeing the fidelity of persons holding places of public or private trust; Guaranteeing the performance of contracts for public or private construction, including supply contracts; and all other bonds and undertakings required or permitted in all actions or proceedings or by law required.

PROVIDED, No authority is extended for the execution of Open Penalty Bonds

No authority is given to execute any bond wherein said attorney-in-fact appears as a party at interest either as principal or obligee.

And the execution of such bonds or undertakings, in pursuance of these presents, shall be as binding upon the said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Company at its office in Dallas, Texas, in their own proper persons.

In witness whereof, TRINITY UNIVERSAL INSURANCE COMPANY has caused its corporate seal to be hereto affixed and these presents to be duly

executed by its proper officer this 16th day of July, 19 71

Attest:

TRINITY UNIVERSAL INSURANCE COMPANY

I. C. Templeton
I. C. Templeton, Secretary

Frank E. Gilman
Frank E. Gilman,
Vice-President

(SEAL)

State of Texas ss:
County of Dallas

On this day personally appeared before me, a Notary Public, in and for the County of Dallas, the above named officer of TRINITY UNIVERSAL INSURANCE COMPANY, who, being duly sworn by me, did depose and say that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the corporate seal of the said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company.

Witness my hand and seal, this 16th day of July, 19 71

(SEAL)

My commission expires June 1, 1975

G. E. Carson, Jr.
Notary Public

I, the undersigned, _____ Secretary of TRINITY UNIVERSAL INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, was signed by the Officers and Notary Public whose names are shown above and that it is in full force and effect.

In witness whereof, I have hereunto subscribed my name and affixed the corporate seal of the Company, this _____

day of _____, 19 _____

(Seal)

I. C. Templeton
Secretary

CERTIFIED COPY OF POWER OF ATTORNEY
SEE CERTIFICATION

DIGEST SHEET*D-74-04-04*TITLE OF ORDINANCE: Contract with Hipskind Asphalt for Resolution 5640-73DEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Contract on Resolution 5640-73 for Hipskind Asphalt Corporation in amount of \$80,512.40 for sidewalk repairs in the Second Councilmanic District (Lakeside Area).Property owners to pay approximately \$24,000.00.EFFECT OF PASSAGE: Improvements to deteriorated sidewalks.EFFECT OF NON-PASSAGE: City's failure to carry out sidewalk improvement program.

MONEY INVOLVED (Direct Costs, Expenditures, Savings): _____

Direct costs - approximately \$56,000.

ASSIGNED TO COMMITTEE (J.N.): _____

Finance